

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Rabinowitz, Inc. d/b/a Bluelight Strategies	2. Registration Number 7094
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3. Primary Address of Registrant
4201 Connecticut Ave. NW Ste. 211, Washington, DC 20008

4. Name of Foreign Principal N.S.O. Group Technologies Ltd.	5. Address of Foreign Principal 9 Hamada St. Gav-Yam, North Building P.O.B. 4166 Herzliya ISRAEL 4673343
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6. Country/Region Represented
ISRAEL

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country¹
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- | | |
|---|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

NSO Group develops technology to help government agencies detect and prevent terrorism and crime.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NSO is a privately owned company with a majority holding by Novalpina Capital and minority holding of founders and management.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/10/2022Steven Rabinowitz/s/Steven Rabinowitz

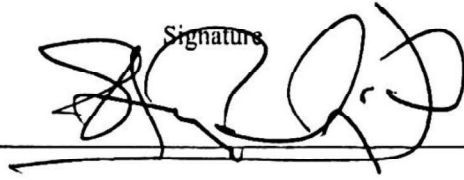
EXECUTION

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Date

Printed Name

Signature

3-10-2022JOSE RABOWITZ

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Rabinowitz, Inc. d/b/a Bluelight Strategies

2. Registration Number

7094

3. Name of Foreign Principal

N.S.O. Group Technologies Ltd.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/10/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. Registrant will provide government relations services to the foreign principal, which may include outreach to the Executive Branch and U.S. Congress.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract. Registrant will provide government relations services to the foreign principal, which may include outreach to the Executive Branch and U.S. Congress.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will provide government relations services to the foreign principal, which may include outreach to the Executive Branch and U.S. Congress.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
03/10/2022	N.S.O. Group Technologies, Ltd.	Advance Payment of Fees	\$ 100,000.00

\$ 100,000.00

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/10/2022

Steven Rabinowitz

/s/Steven Rabinowitz

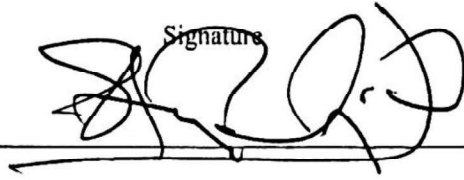
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Date

Printed Name

Signature

3-10-2022JOSE RABOWITZ



SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entering into as of the Fourteen (14th) of February, 2021 by and between Rabinowitz Inc., a Washington, DC corporation, doing business as Bluelight Strategies (hereinafter referred to as "Bluelight"), and NSO Group, a corporation having its principal place of business at Galgaley Haplada 22, Herzeliya, Israel ("Client"). Bluelight and Client may be referred to individually as a "Party" or collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Client wishes to retain Bluelight to provide specific services on behalf of and for the benefit of the Client; and

WHEREAS, Bluelight represents that it is capable and willing to undertake the performance of the Services set forth below as an independent contractor of Client.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

1. **Scope of Services.**

In exchange for the payment(s) set forth in this Agreement, Bluelight shall provide government affairs and consulting services ("Services") for the benefit of the Client.

2. **Term and Termination.**

This Agreement shall be effective as of the Fourteen (14th) Day of February, 2021 and continue in full force and effect for two calendar months thereafter (the "Term"); provided further, however, that either Party may terminate the Agreement for any reason upon no fewer than thirty (30) days written notice to the other Party. Notice shall be sent to the address contained for each Party in this Agreement.

Pursuant to Section 3, this Agreement shall not be Effective until and unless the first two (2) months' advance fees have been received by BLUELIGHT.

In addition, this agreement may be extended or renegotiated by mutual consent at any time.

3. **Fees and Expenses.**

- a. Client shall pay BLUELIGHT a fee of \$50,000 U.S. per month, plus expenses for the Services described herein. The first two months' fees (\$100,000 US) shall be payable in advance, and this Agreement shall not be effective, nor shall any services be performed, until Bluelight has received those advance payments. Thereafter, any continuing monthly fees – in the event the contract should be extended – shall be due on or before the first day of each subsequent calendar month of the engagement. Advance fees are non-refundable.
- b. Client shall reimburse Bluelight for all out-of-pocket expenses incurred by Bluelight in the performance of Services hereunder, including but not limited to travel, lodging, car service and car rental, parking, meals, private security services, translation services, and legal compliance expenses. Expenses shall be invoiced to Client and shall be payable within 30 days of each receipt of invoice.
- c. Incidental expenses, such as copying, printing, postage, e-blasts, delivery, and related telephone are subject to a standard 15% handling fee (17.65% net), but shall not be billed without consent of Client if any such marked-up expenses amount to more than \$300 in any calendar month.
- d. BLUELIGHT may elect to retain an additional consultant to assist with the Services, at a rate of an additional flat cost of \$20,000 additional per month during that engagement, but ONLY with the express advance permission of Client. Any such agreed-upon consultant fee shall be payable with the following month's fee payable to Bluelight.
- e. To the extent to which any monies owed to Bluelight by Client are paid or funded by any third party, Client shall inform Bluelight of the source of such monies.

4. **Legal Compliance.**

Client agrees and acknowledges that the Services hereunder may be subject to registration and disclosure pursuant to U.S. law, including the Foreign Agents Registration Act. Client represents and warrants that it shall provide truthful information to Bluelight concerning Client, Client's owners and managers, Client's ties to or arrangements with the State of Israel; and other topics which may be required to be disclosed by Bluelight pursuant to applicable law. Nothing herein shall be deemed to restrict Bluelight's ability to comply with all applicable law. This section shall survive expiration or termination of this Agreement.



5. **Limitation of Liability; Indemnification.**

Client agrees to defend, protect, indemnify, and hold Bluelight harmless from any and all suits, claims, costs, fees, damages, demands, liabilities or losses, including reasonable attorney fees and costs, incurred by Bluelight as a result of or arising out of a) any negligent or willfully wrongful acts or omissions of or by Client (including breach of any of this Agreement); and b) any non-negligent act or omission of Bluelight undertaken at the express instruction of Client. In no event shall Bluelight's aggregate liability to Client exceed the total fees paid to Bluelight in the 12 month period preceding the event giving rise to liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, EVEN IF THE PARTY(IES) HAVE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. This provision shall survive expiration or termination of this Agreement.

6. **Applicable Law; Dispute Resolution.**

This Agreement shall be governed by and in accordance with the laws of the District of Columbia, United States of America, choice of law provisions thereof notwithstanding. Any dispute arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction located in the District of Columbia. Each side agrees to waive any requirement for apostille or formal service of process and to waive any argument that venue therein is improper. This section shall survive expiration or termination of this Agreement.

ACCEPTED AND AGREED TO:

Bluelight Strategies:

By: 

Name: Steven M. Rabinowitz

Date: February 14, 2021

Client:

By: 

Name: Shalev Hulio

Date: 21/02/2022



Payment preferred, please, by same or next day ACH or other type of bank or wire transfer, as postal mail has been slow in the U.S. of late. If one prefers using Zelle, monies may be sent to elissa@bluelightstrategies.com

Other bank transfer info follows. Thank you.
Bank of America Cleveland Park branch
ABA routing number: [REDACTED]
(ACH routing number: [REDACTED]
Account number: [REDACTED]
SWIFT [REDACTED]
Rabinowitz, Inc. d/b/a Bluelight Strategies